



ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: LB Lou Balderrama, City EngineerAgenda Item No. I-6Reviewed By: City Manager [Signature] City Attorney S.M.F. Finance [Signature] Public Works**DATE:** September 26, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director ^{W.R.}
Public Works**SUBJECT:** Lessee Consent Agreement with Hiji Bros., Easement Agreement and Easement Deed with Ito Family Trust and Sachiko Ito Trust**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute the Lessee Consent Agreement with Hiji Bros., Inc. for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7525.
2. Approve and authorize the Mayor to execute an Easement Agreement with Ito Family Trust and Sachiko Ito Trust, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7526.
3. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Ito Family Trust and Sachiko Ito Trust, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive.

DISCUSSION

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and the Ito Family Trust and Sachiko Ito Trust (Grantors), Hiji Bros., Inc. (Lessee) is required to enter into a Lessee Consent Agreement with the City, at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-295 (Agreement No. A-7525), located at the north side of Hueneme Road and east of Edison Drive.

Lessee Consent Agreement with Hiji Bros., Easement Agreement and Easement Deed with Ito Family Trust and Sachiko Ito Trust

September 26, 2012

Page 2

In addition, as part of the above-mentioned Development Agreement, Grantor are required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7526.

FINANCIAL IMPACT

None.

Attachment #1 - Agreement No. A-7525
#2 - Agreement No. A-7526
#3 - Easement Deed
#4 - Site Map

SUBJECT: City of Oxnard – Recycled Waterline Project, Hueneme Road west of Olds Acquisition AP# 223-0-030-295 (Ito Family Trust)

LESSEE CONSENT AGREEMENT

I, the undersigned, am Lessee of the above referenced "Subject" property located off Hueneme Road in the City of Oxnard, California (the "Property"). I acknowledge that the Owner of the Property is committed to granting certain easements affecting the Property to the City of Oxnard ("City") for the City's Recycled Waterline Project ("Project") in conformance with the SouthShore Development Agreement. The locations of these easements are shown in the attached Exhibit, and are hereinafter collectively referred to for purposes of this Consent Agreement as the "Construction Corridor". As Lessee, I hereby consent to the proposed easement conveyances to the City, which include a Permanent Recycled Waterline Easement and an adjacent Temporary Construction Easement, subject to the following conditions:

1. **Advance Notice of Construction Commencement.** The City agrees to provide me (Lessee) with advance notice of the anticipated date of construction commencement, at least ninety (90) days in advance of commencement of City's Project construction on the Property. This Notice has been provided, indicating that construction is anticipated to commence in September 2012 and the boundaries of the Construction Corridor have been staked by the City.
2. **Harvesting of Crops.** I agree to harvest all crops growing within the Construction Corridor prior to the scheduled September commencement of the City's project construction. I further agree not to replant, nor allow others to replant, anything within the Construction Corridor after the date of said Notice of Commencement of Construction, until the City's project construction and subsequent restoration of the Construction Corridor is completed by City.
3. **Property Restoration.** City agrees that it shall, at no expense to me (Lessee), and upon completion of construction, generally restore the surface of the Construction Corridor to the condition that existed prior to City's construction, to the extent reasonably practical. Restoration shall include all affected fencing, gates, waterlines, and drainage systems, including restoring same elevations post-construction as those existing prior to construction commencement, and restoring the topsoil within planted areas by segregating such upon removal and restoring same upon construction completion.
4. **Modification and Protection of Irrigation and Drainage Facilities.** City shall protect or restore the existing operating irrigation and drainage systems on the Property, to the extent that any such facilities must be directly impacted by City's construction. To aid City in identifying the locations of such facilities, Lessee has identified the known locations of such facilities and has provided this information to the City. The City shall require their contractor to pothole each known existing subsurface facility, including utilities, drainage and irrigation lines, which are shown on the plans or are evident within the Construction Corridor, based on surface features such as control valves and outlets into any adjacent drainage channels, in order to determine their actual locations and depths prior to construction of the pipeline. During construction, the City may undertake modifications to the irrigation and drainage facilities within the Construction Corridor in order to clear the Construction Corridor and complete its construction. Any modification or restoration of irrigation and drainage systems undertaken by the City shall be done in a manner so as to assure that flow of water for crop irrigation and field drainage purposes is not interrupted for a period of time that is harmful to crops growing outside the Construction Corridor upon the Property. City must ensure that drainage is maintained through the Construction Corridor throughout the construction period so that there is no increase in pooling in the farmer's adjacent fields caused by obstruction of drainage. In any case where the Project work disturbs, disconnects or damages any of the water, irrigation, drainage, or utilities on the Property, City's Contractor shall be contractually obligated and required to bear all expense of

whatever nature arising from such disturbances or the replacement or repair thereof. When said damage causes an unscheduled interruption of service, the Contractor shall be required by City to immediately alert Lessee and City, and the Contractor and City shall then make necessary arrangements with Lessee to expedite repairs. At a minimum, reconstruction shall be of the same types of materials and to the same or better quality as that which existed prior to the start of construction and shall be to the satisfaction of the Lessee. If the Contractor has to remove or causes damage to any portion of drainage or irrigation lines, Contractor will be required to provide a method of bypassing the flow so that the drainage or irrigation is promptly restored.

5. **Access.** City shall ensure that access across the Construction Corridor is provided to facilitate Lessee's access to adjacent farm fields during the construction period. Throughout the construction and restoration period, City shall allow safe access at designated locations where Lessee can cross the Construction Corridor to access, irrigate, maintain, plant and harvest Lessee's agricultural fields on the portions of the Property lying outside and adjacent to the Construction Corridor.
6. **Dust Control.** City shall require its contractor to implement and maintain dust control measures to minimize dust from construction throughout the construction period.
7. **Crop Damages.** City agrees to pay to Lessee the fair market value (minus standard costs of harvest and sale) of any crops growing upon the Property that are located outside of the Construction Corridor that are damaged as a result of City's construction activities. Provided the City complies with the noticing requirements of Section 1 hereinabove, the City's obligation to compensate for crop damages does not include any crops within the Construction Corridor between the time that construction is commenced and the date that construction and restoration of the Construction Corridor is completed.

In return for the specific assurances provided herein by the City, I, as Lessee, agree to hold the City harmless and to waive any and all claims for compensation associated with City's easement acquisition and use of the Construction Corridor, except that City shall pay Lessee for any compensatory crop damages in accordance with the provisions of Paragraph 7 hereinabove.

The undersigned warrants that he has executed this Lessee Consent Agreement in his authorized capacity as Lessee of the Property, and that by his signature below, Lessee has executed this document and is bound by the terms and conditions herein. Lessee warrants that he is the only party that holds a Leasehold interest in and to the Construction Corridor across the Property.

This Lessee Consent Agreement is signed by Lessee this 2nd day of August, 2012.

Date: 8/2/12

LESSEE: Hiji Bros., Inc.


Frank S. Hiji, Vice President

ACCEPTANCE:

The **CITY OF OXNARD** hereby accepts this Lessee Consent Agreement and agrees to be bound by all terms and conditions contained herein.

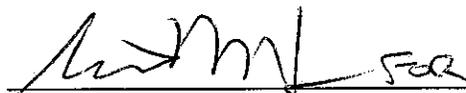
Date: _____

By: _____
Name: Dr. Thomas E. Holden
Title: Mayor

ATTEST:

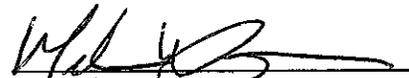
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cambren, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



Lou Balderrama, City Engineer

EXHIBIT TO LESSEE CONSENT AGREEMENT



The orange line shows general location of the Construction Corridor. Please note that the Construction Corridor is 60 feet wide and is located all along the southerly property line of the Ito Family Trust property.

Project: City of Oxnard – Recycled Waterline Project
APN: 223-0-030-295
Owner: Ito Trusts

EASEMENT AGREEMENT

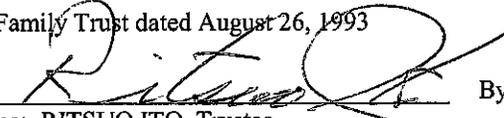
This Agreement is made and entered into between **RITSUO ITO** and **KAZUKO ITO**, as Trustees of the Ito Family Trust dated August 26, 1993; and **SACHIKO ITO**, as Trustee of the Sachiko Ito Trust dated September 2, 1993, hereinafter collectively referred to as "GRANTOR," and the **CITY OF OXNARD**. The parties agree as follows:

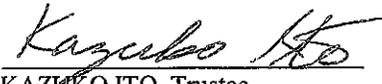
1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-295, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

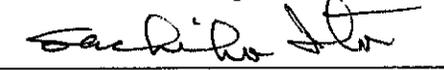
This Agreement is signed and entered into by Grantor this 17th day of July, 2012.

GRANTOR: Ito Family Trust dated August 26, 1993

By: 
Name: RITSUO ITO, Trustee

By: 
Name: KAZUKO ITO, Trustee

Sachiko Ito Trust dated September 2, 1993

By: 
Name: SACHIKO ITO, Trustee

CITY OF OXNARD:

By _____ Date _____

Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



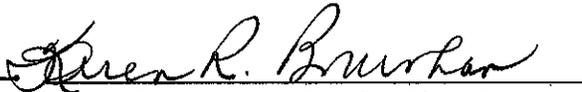
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



Lou Balderama, City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

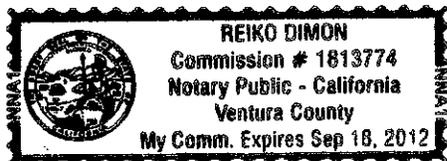
State of California

County of VENTURA

On 7/20/2012 before me, REIKO DIMON, NOTARY PUBLIC

personally appeared RITSUO ITO & KAZUKO ITO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Reiko Dimon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT

Document Date: 7/17/2012 Number of Pages: 02

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

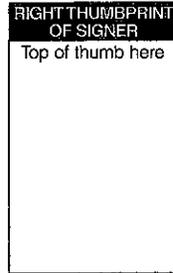
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No. 223-0-030-295
(Ventura County)

Space above this line for Recorder's Use
No fee per Government Code 6103

NO TAX DUE
Per Revenue Taxation Code 11922

City of Oxnard

EASEMENT DEED

Oxnard Recycled Waterline

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RITSUO ITO and **KAZUKO ITO**, as Trustees of the Ito Family Trust dated August 26, 1993;
and **SACHIKO ITO**, as Trustee of the Sachiko Ito Trust dated September 2, 1993, hereinafter
collectively referred to as "GRANTOR,"

does hereby GRANT to the

CITY OF OXNARD ("CITY")

the following interests in real property:

An **Easement** in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and

1/8

across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.

2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.

4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

Signature(s) follow on next page....

This Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

The Ito Family Trust, dated August 26, 1993

Date: 7-20-2012

By: *Ritsuo Ito*
RITSUO ITO, Trustee

Date: 7-20-2012

By: *Kazuko Ito*
KAZUKO ITO, Trustee

State of California

County of VENTURA

On 7/20/2012 before me, REIKO DIMON, NOTARY PUBLIC

Notary Public, personally appeared RITSUO ITO & KAZUKO ITO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Reiko Dimon
Signature of Notary Public

(Seal)



GRANTOR:
Sachiko Ito Trust dated September 2, 1993

Date: 7-17-2012

By: *Sachiko Ito*
SACHIKO ITO, Trustee

State of California

County of Los Angeles

On July 17, 2012 before me, Susan Ito

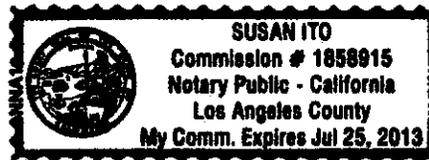
Notary Public, personally appeared Sachiko Ito,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Susan Ito
Signature of Notary Public

(Seal)



**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated

July 20, 2012, from **RITSUO ITO** and **KAZUKO ITO**, as Trustees of the Ito Family Trust dated August 26, 1993, and **SACHIKO ITO**, as Trustee of the Sachiko Ito Trust dated September 2, 1993, grantors therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 201__.

City of Oxnard

By _____

Name Dr. Thomas E. Holden

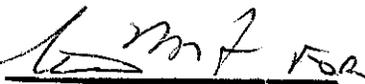
Title Mayor

ATTEST:

Daniel Martinez
City Clerk

Date

APPROVED AS TO FORM:



Alan Holmberg
City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

All of Lots 2 and 5 and a part of Lots 3 and 6 of the Subdivision Nos. 72, 82 and 83 of the Rancho El Rio de Santa Clara o'la Colonia, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a 4" x 4" redwood post set in the North line of Hueneme Road at the Southwest corner of said Lot 2, said point being the Southeast corner of that certain parcel of land conveyed to Fritz Bruns, by deed dated December 7, 1905, recorded in Book 105, Page 358 of Deeds; thence from said point of beginning;

1st: North 19.60 chains along the East line of said land of Fritz Bruns to a 4" x 4" redwood post set in the South line of said Lot 5 and at the Northwest corner of said Lot 2; thence at right angles,

2nd: West 11.56 chains to a 4" x 4" redwood post set in the North line of Lot 1 at the corner common to Lots 4 and 5 as shown upon the above described map; thence at right angles,

3rd: North 20.62 chains along the East line of said Lot 4 to a 4" x 4" redwood post set at the corner common to Lots 4 and 5; thence at right angles;

4th: East 30.796 chains; at 22.67 chains a 4" x 4" redwood post set at the corner common to Lots 5 and 6; at 29.93 chains a 4" x 4" redwood post set at the Southwest corner of Lot 9 as shown upon the above described maps; at 30.798 chains the Northwest corner of that certain parcel of land as conveyed to James H. Old, deed dated December 1, 1910, recorded in Book 120, Page 287 of Deeds; thence at right angles,

5th: South 40.22 chains; at 20.62 chains the Southwest corner of said parcel of land conveyed to James H. Old, and the Northeast corner of land conveyed to James H. Old, and the Northeast corner of land conveyed to James H. Old, and the Northeast corner of land conveyed to Jose Yrigoyen and Annie Yrigoyen, his wife, deed dated December 1, 1910, recorded in Book 120, Page 285 of Deeds; at 40.22 chains a point in the North line of said Hueneme Road; thence along same,

6th: West 19.2365 chains; at 8.0065 chains a 4" x 4" redwood post set in the Southerly terminus of the center line of a private road 50 feet wide, lying equally on each side of the boundary line between said Lots 2 and 3; at 19.2365 chains the point of beginning.

EXCEPT those portions as conveyed in the deed to Southern California Edison Company, by documents recorded September 8, 1966, in Book 3040, Page 272; and July 7, 1969, in Book 3514, Page 208 both of Official Records.

APN: 223-0-030-295

EXHIBIT B

The southerly 40 feet of that certain parcel of land described in the deeds to Ito Family Trust, recorded September 16, 1993 as Instrument Nos. 93-171831 and 93-171833 in the office of the County Recorder of Ventura County, California.

TOGETHER WITH a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.



223-0-030-295

